

Connie E. Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



GTE Network
Services

HQE03N58
800 Hidden Ridge
P.O. Box 152082
Irving, TX 75038
972/718-4588
FAX 972/719-1523

March 11, 1998

Ms. Karen Guthrie Giet
Director - Government Affairs
Starpower Communications, LLC
2100 Pennsylvania Avenue NW Suite 225
Washington, DC 20037

Dear Ms. Giet:

We have received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996, you wish to adopt the terms of the Interconnection Agreement between MFS Intelnet of Virginia, Inc. and GTE that was approved by the Commission as an effective agreement in the Commonwealth of Virginia in Case No. PUC970007 ("Terms"). I understand you have a copy of the Terms.

As these Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of any claim it may have with respect to the 252(i) process, nor does it constitute a waiver of GTE's right to seek review of any Terms that are interpreted contrary to the law.

GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the July 18, 1997 and October 14, 1997, decisions of the United States Eighth Circuit Court of Appeals. Should Starpower Communications, LLC attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. Should any provision of the Terms be modified, such modification would likewise automatically apply to this 252(i) adoption.

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Please indicate by your countersignature on this letter your understanding of and commitment to the following three points:

- (A) Starpower Communications, LLC adopts the Terms of the MFS Intelenet of Virginia, Inc. negotiated agreement for interconnection with GTE and in applying the Terms, agrees that Starpower Communications, LLC be substituted in place of "MFS Intelenet of Virginia, Inc." in the Terms wherever the latter appears.
- (B) Starpower Communications, LLC requests that notice to Starpower Communications, LLC as may be required under the Terms shall be provided as follows:

To: Starpower Communications, LLC
Attention: General Counsel
2100 Pennsylvania Avenue NW Suite 225
Washington, DC 20037
- (C) Starpower Communications, LLC is not presently certified to be a provider of local exchange service in the Commonwealth of Virginia. However, Starpower Communications, LLC is currently seeking such certification in a proceeding before the Virginia State Corporation Commission, Case No. PUC980004, and will not provide local exchange service under this Agreement until a certificate of authority is granted. Starpower Communications, LLC adoption of the Terms will cover services in the Commonwealth of Virginia only.

Sincerely,



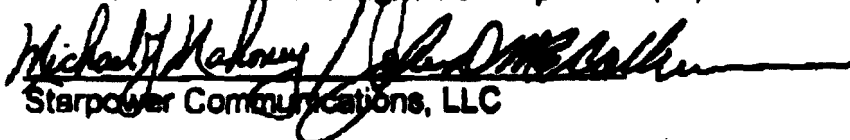
GTE South Incorporated

Connie Nicholas

Assistant Vice President

Wholesale Markets - Interconnection

Reviewed and countersigned as to points A, B, and C:


Starpower Communications, LLC

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c: G. Everhart - HQE01G51 - Irving, TX
A. Lowery - NC999142 - Durham, NC
R. Vogelzang - HQE03J41 - Irving, TX
S. Spencer - VA401EAF - Richmond, VA

**MFS/GTE
INTERIM VIRGINIA CO-CARRIER AGREEMENT**

Pursuant to this MFS/GTE Interim Virginia Co-Carrier Agreement (the Agreement), MFS Intelenet of Virginia, Inc. ("MFS"), a Delaware corporation, and GTE South Incorporated ("GTE"), a Virginia corporation (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the Commonwealth of Virginia, as described and according to the terms, conditions and pricing specified hereunder. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum.

I. RECITALS & PRINCIPLES

WHEREAS, the Parties intend to negotiate a permanent agreement pursuant to Section 251 of the Telecommunications Act of 1996, but desire to enter into an interim interconnection agreement pending completion of the permanent agreement under federal law; and

WHEREAS, this Agreement is not intended by either Party to constitute compliance with the requirements of Section 251(c) of the Telecommunications Act of 1996; and

WHEREAS, MFS and GTE have agreed on interim interconnection terms and conditions- and

WHEREAS, GTE is a local exchange company within the meaning of Virginia Code, Section 56-1, an incumbent local exchange telephone company within the meaning of Virginia Code, Section 56-265.4:4 and a telecommunications company within the meaning of Virginia Code, Section 58.1-400.1; and

WHEREAS, MFS holds a certificate to operate as a telephone utility under Virginia Code, Section 56-265.4:4 and is a telecommunications company within the meaning of Virginia Code, Section 58.1-400.1; and

WHEREAS, GTE and MFS acknowledge and understand that this Agreement is entered into to resolve issues and matters which is the result of compromise and negotiation. The Parties further acknowledge that none of the provisions set forth herein shall be proffered by either GTE or MFS or any of their affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position or for any other purpose.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and GTE hereby covenant and agree as follows:

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II. DEFINITIONS

A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.

B. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

"Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

C. "CLASS Features" (also called "Vertical Features") include: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

D. "Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a wire center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that wire center by or on the behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.

E. "Commission" means the State Corporation Commission of the Commonwealth of Virginia.

F. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network that carries the actual call.

G. "DID" means direct inward dialing.

H. "DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).

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- I. "DS-3" is a digital signal rate of 44.736 Mbps.
- J. "DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
- K. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.
- L. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS *Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.
- M. "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and which enable such end users to place or receive calls to all other stations on the public switched telecommunications network.
- N. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to co-location arrangements and mid-fiber meet arrangements.
- O. "Interexchange Carrier" or "IXC" means a provider of stand-alone Interexchange telecommunications services.
- P. "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- Q. "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B+D).
- R. "Line Side" refers to an end office switch connection that has been

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programmed to treat the circuit as a local line connected to a ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.

- S. "Link Element" or "Link" is a component of an Exchange Service; for purposes of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a GTE end office wire center, to a demarcation or connector block in/at a customer's premises. Links may be provisioned as 2-wire or 4-wire copper pairs, they might also be provisioned via radio, a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility. For purposes of this agreement, links fall into the following categories:

"2-wire voice grade links", links commonly used for local dial tone service, including both loop start and ground start capabilities.

"2-wire ISDN digital grade links", a BRI-ISDN (2B+D) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links", a T-1/DS-1 type of loop that provides the equivalent of 24 voice grade/DSO channels.

All links will meet or exceed national technical reference standards.

- T. "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- U. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen Local Exchange Carrier.
- V. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.

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- W. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- X. "MECAB" refers to the *Multiple Exchange Carrier Access Billing* (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- Y. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* (MECOD) *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- Z. "Mid-Fiber Meet" is an interconnection architecture method whereby two carriers meet at a fiber splice in a junction box.
- AA. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.
- BB. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non--Geographic NPAs.

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- CC. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- DD. "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.
- EE. "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.
- FF. "Plain Old Telephone Service Traffic" or "POTS traffic." The Parties agree that this includes local traffic (including EAS) as defined in GTE's tariff.
- GG. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC, as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- HH. "Rating Point", sometimes also referred to as "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 1 0, 1 1, where (x) may be any alphanumeric A-Z or 0-9. The
- Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.
- II. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.

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- JJ. "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- KK. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.
- LL. "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical ("OC") channel connections between LECs.
- MM. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.
- NN. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.
- OO. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

III. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall interconnect their networks as necessary to effect the co-carrier arrangements identified in Parts V., VI., VII., and VIII., as defined below:

- A. In each LATA identified below, the correspondingly identified wire center shall serve as the initial Designated Network Interconnection Point ("D-NIP") at which point MFS and GTE will interconnect their respective networks for inter-operability within that LATA.

<u>LATA</u>	<u>D-NIP</u>
Washington D.C.	To be determined, as needed (GTE) (MFS connects

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to GTE)

Washington D.C. To be determined, as needed (MFS) (GTE connects to MFS)

- B. Initially, MFS and GTE agree to reciprocally exchange traffic through Bell Atlantic's tandem switch. The Parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:
1. a mid-fiber meet at the D-NIP, or in a manhole or other appropriate junction point;
 2. a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS and GTE maintain such facilities at the D-NIP;
 3. a co-location facility maintained by MFS, at a GTE wire center, where such wire center has been designated as the D-NIP; or
 4. a co-location facility maintained by GTE, at an MFS wire center, where such wire center has been designated as the D-NIP.
- C. In extending network interconnection facilities to the D-NIP, MFS shall have the right to extend its own facilities or to lease digital transport facilities from GTE or from any third party, subject to the following terms:
1. Such leased facilities shall extend from any point designated by MFS on its own network (including a co-location facility maintained by MFS at an GTE wire center) to the D-NIP or associated manhole or other appropriate junction point.
 2. Where MFS leases such facilities from GTE, MFS shall have the right to lease under non-discriminatory tariff or contract terms from GTE.
- D. Upon reasonable notice and if agreed to by GTE, MFS and GTE may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.

IV. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact any MFS' right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office Codes

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pursuant to the Central Office Code Assignment Guidelines.¹

- B. As contemplated by the Central Office Code Assignment Guidelines, MFS will designate within the geographic NPA with which each of its assigned NXX Codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.
- C. MFS will also designate a Rating Point for each assigned NXX Code. MFS may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, MFS may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MFS within the same LATA.
- D. To the extent GTE serves as Central Office Code Administrator for a given region, GTE will support all MFS requests related to Central Office Code administration and assignments in an effective and timely manner.
- E. The Parties will comply with final and effective code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- F. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

V. MEET-POINT BILLING ARRANGEMENTS

A. Description

- 1. MFS may establish Meet-Point Billing arrangements with GTE in order to provide Switched Access Services to third parties via an GTE access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

¹Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

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2. Except in instances of capacity limitations, GTE shall permit and enable MFS to sub-tend the GTE access tandem switch(es) nearest to the MFS Rating Point(s) associated with the NPA-NX X(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS shall be allowed to sub-tend the next-nearest GTE access tandem switch in which sufficient capacity is available.
3. Interconnection for the Meet-Point arrangement shall occur at appropriate network interface.
4. Common channel signaling ("CCS") shall be utilized in conjunction with Meet-Point Billing arrangements to the extent such signaling is resident in the GTE access tandem switch.
5. MFS and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including Meet-Point Billing percentages.
6. As detailed in the MECAB document, MFS and GTE will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by MFS and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
7. MFS and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other, at no charge, the usage data, etc.

B. Compensation

1. Initially, billing to third parties² for the Switched Access Services jointly provided by MFS and GTE via the Meet-Point Billing arrangement shall be according to the multiple-bill/multiple-tariff method.
2. Subsequently for billing to third parties for the Switched Access Services jointly provided by MFS and GTE via the Meet-Point arrangement, MFS and GTE may mutually agree to implement one of the following options:

²Including any future GTE separate interexchange subsidiaries.

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single-bill/single tariff method, single bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple bill/multiple-tariff method. Should MFS prefer to change among these billing methods, MFS shall notify GTE of such a request in writing, 90 days in advance of the date on which such mutually acceptable change shall be implemented.

3. Switched Access service charges to third parties shall be calculated utilizing the rates specified in MFS's and GTE's respective federal and state access tariffs, in conjunction with the appropriate Meet-Point Billing factors specified for each Meet-Point Billing arrangement either in those tariffs or in the NECA No. 4 tariff. The interconnection charge shall be remitted to the end-office provider.
4. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

A. Description

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

1. The Parties shall route traffic via Bell Atlantic's tandem switch until such time other negotiated arrangements (such as direct connection for efficient routing of traffic) become necessary.
2. Reciprocal Traffic Exchange Arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
3. MFS and GTE agree to use their best collective efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the Reciprocal Traffic Exchange Arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually agreed upon default standards for the configuration of all segregated trunk groups.

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4. The Parties will provide Common Channel Signaling ("CCS") to one another, where and as available, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of Transactional Capabilities Application Part ("CTAP") messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification ("ANI"), originating line information ("OLI") calling party category, charge number, etc. All privacy indicators will be honored. Network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency ("MF"), wink start, E&M channel - associated signaling with ANI will be forwarded.
5. The Parties shall establish company-wide CCS interconnections STP-to-STP as necessary.

B. Compensation

1. For the termination of local traffic (including EAS), the Parties agree to an equal, identical and reciprocal rate of \$.009 per minute. For the termination of intraLATA toll traffic, intrastate access charge rates will apply.
2. For local traffic between MFS and another LEC which uses GTE's access tandem, GTE's tandem switching rate (tandem transit) of \$.002 will apply.
3. For local and toll cellular to landline traffic, equal, identical and reciprocal compensation will be the interconnection rate charged to cellular carriers in GTE's tariffs (\$.042758 GTE study area, \$.029547 Contel study area); minus the tandem transit rate listed in Section VI.B.2 of this Agreement.
4. For local and toll landline to cellular traffic the tandem transit rate listed in Section VI.B.2 of this Agreement shall apply.

VII. SHARED NETWORK PLATFORM ARRANGEMENTS

A. 9-1 -1 /E9-1 -1

1. Description
 - a. When applicable, MFS will interconnect trunk groups to the GTE 9-1-1/E-9-

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1-1 selective routers/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points. GTE will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.

- b. GTE and MFS will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to MFS end users. GTE will work cooperatively with MFS to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). Additionally, GTE shall work with the county to provide MFS the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/9-1-1 tandem to which MFS is interconnected.
- c. GTE will use its diligent efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 9-11/E-9-1-1 platforms.
- d. When GTE provides INP to MFS, MFS will provide the ported and translated numbers to GTE for inclusion in the 9-1-1/E-9-1-1 database. GTE will make this information available to the PSAPs in accordance with National Emergency Number Association standards.

2. Compensation

For the provision of 91 1/E911 services between MFS and GTE, the Parties agree to use the terms and conditions and rates reflected in the GTE Tariffs approved by the Commission. MFS will be required to connect trunks to the 91 1/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

The Meet-Point Billing terms and conditions contained in section V of this Agreement apply for the exchange of 800 traffic.

2. Compensation

Applicable Switched Access service Meet-Point Billing rates shall apply for all 800 calls per the terms and conditions contained in section V of this Agreement.

C. Information Services Billing and Collection

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1. Description

- a. MFS and GTE shall work cooperatively to reach agreement on all information services (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues. The subsequent information services agreement shall enable MFS and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each other's end users (including information providers), and reasonably compensate MFS and GTE.

D. Directory Listings and Directory Distribution

MFS and GTE agree that an additional agreement will be required to effectuate the terms of this section and will work cooperatively to execute the additional provisions as part of a successive agreement.

1. Description

The directory listings and distribution terms and rate specified in this section shall apply to listings of MFS customer numbers failing within NXX Codes directly assigned to MFS, and to listings of MFS customer telephone numbers which are retained by MFS pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement with GTE's directory publishing company.

- a. GTE will include MFS's customers' telephone numbers in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which MFS provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.
- b. MFS will provide GTE with its directory listings and daily updates to those listings in an industry-accepted format; GTE will provide MFS a magnetic tape or computer disk containing the proper format.
- c. MFS and GTE will accord MFS' directory listing information the same level of confidentiality which GTE accords its own directory listing information, and GTE shall ensure that access to MFS's customer proprietary confidential directory information will be limited solely to those GTE employees who are directly involved in the preparation of listings.

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2. Compensation

- a. GTE and MFS will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MFS customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell MFS' listings to any third parties without MFS' prior written approval.
- b. GTE shall provide directory distribution, directory database maintenance, and directory listings for MFS and its customers under the same terms that GTE provides these same services for its end users. Initial in-area directory delivery, database maintenance, and basic "white" and "yellow" page listings will be provided at no fee. Secondary distributions of "white" and "yellow" page directories shall be provided at the same fee charged to GTE. Out-of-area directory delivery and enhanced listings, i.e. bolding, indention, second listings, etc., will be per GTE's currently tariffed or non-discriminatory available contract rates.

E. Directory Assistance ("DA")

1. Description

- a. At MFS' request, GTE will provide to MFS unbranded directory assistance service which is comparable in every way to the directory assistance service GTE makes available to its own end users;
- b. When available, at MFS' request, GTE will provide to MFS operators access to GTE's directory assistance database, where such access is identical to the type of access GTE's own directory assistance operators utilize in order to provide directory assistance services to GTE end users;

2. Compensation

MFS will pay GTE for IXC/LEC DA services at rates GTE charges other LECs for similar services, where GTE provides operator services. In Virginia, the rate is \$0.29 per call, with 2 free calls per line.

F. Yellow Page Maintenance

GTE will work cooperatively with MFS to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS (including customers utilizing MFS-assigned telephone numbers and MFS customers utilizing co-carrier number forwarding) are maintained without

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interruption. GTE will allow MFS customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions.

G. Transfer of Service Announcements

When an end user customer changes from GTE to MFS, or from MFS to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally based upon current practice with GTE's customers to either the other carrier or the end user customer.

H. Coordinated Repair Calls

MFS and GTE will employ the following procedures for handling misdirected repair calls:

1. MFS and GTE will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. Extraneous communications beyond the direct referral to the correct repair telephone number are strictly prohibited.
3. MFS and GTE will provide their respective repair contact numbers to one another on a reciprocal basis.

I. Busy Line Verification and Interrupt

1. Description

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party operating in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. MFS and GTE will reciprocally provide adequate connectivity to facilitate this capability.

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2. Compensation

Each Party shall compensate the other Party for BLV and BLVI inquiries according to the following rates:

per inquiry

BLV at \$0.20 where GTE provides operator services

BLVI at \$0.60 where GTE provides operator services

J. Information Pages

GTE will include in the "Information Pages" or comparable section of its white pages directories for areas served by MFS, listings provided by MFS for MFS's installation, repair and customer service and other information. This term may require an additional agreement with GTE directory publishing.

K. Operator Reference Database ("ORDB")

If available, GTE will work cooperatively with MFS to assist MFS in obtaining from the appropriate 911 government agencies monthly updates to the Operator Reference Database ("ORDB"). If available, this will enable MFS to promptly respond to emergency agencies (i.e. fire, police, emergency medical technicians, etc), as a back-up to 911, during a catastrophic situation.

VIII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTS

A. Description

GTE shall unbundle its Exchange Services to allow for the provisioning of link elements. The following link categories shall be provided:

Link Categories

2/4 wire analog voice grade

2-wire ISDN digital grade

4-wire DS-1 digital grade

GTE shall unbundle and separately price these links such that MFS will be able to lease and interconnect to each or any of the unbundled links that MFS requires, and to combine the GTE-provided links with any facilities and services that MFS may itself provide, in order to efficiently offer telephone

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services to end users, pursuant to the following terms:

1. Interconnection shall be achieved via co-location arrangements MFS shall maintain at the wire center at which the unbundled elements are resident.
2. Each link element shall be delivered to the MFS co-location arrangement over a loop connector applicable to the link element delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable hand-off arrangements in accordance with agreements between MFS and GTE. The rates, terms and conditions for unbundled exchange access arrangements shall be in accordance with FCC and Commission proceedings and/or Commission approved tariffs.
3. To the degree possible all transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to the bundled service should apply to unbundled links. GTE will not monitor the unbundled loop for maintenance purposes. MFS will be required to provision a loop testing device either in its central office, Network Control Center, or in their co-location arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by MFS.
4. GTE and MFS will work cooperatively to attempt to accommodate MFS' requirement for billing of all unbundled links purchased by MFS on a single consolidated statement per wire center. GTE will work toward billing at a wire center level, however, in the initial phase of unbundling, GTE's billing will be at a state level, or at an aggregate account level based on GTE's billing cycles.
5. Where GTE uses digital loop carrier (DLC) technology to provision the link element of a bundled Exchange Service to an end user customer who decides to assign that link element to MFS and receive Exchange Service from MFS, GTE shall use its best efforts to deliver such link to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end user service or feature availability. GTE and MFS recognize that there may be technical limitations, and GTE feels there may be cost issues, that may need to be addressed to enable this requirement, therefore MFS and GTE agree to begin working cooperatively to address any issues within 60 days upon execution of this agreement.
6. GTE will permit MFS to co-locate digital loop carriers and associated

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equipment in conjunction with co-location arrangements MFS maintains at a GTE wire center, for the purpose of interconnecting to unbundled link elements. Switching equipment will not be co-located at a GTE wire center.

7. Although not available at this time, GTE and MFS agree to work cooperatively to accommodate MFS' request for an industry standard on-line electronic file transfer arrangement by which MFS may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble and repair requests associated with unbundled elements.
8. GTE and MFS agree that MFS will pay a non-recurring charge to convert a customer's bundled service to unbundled service.

B. Compensation

The rates for Unbundled Exchange Access Arrangements will be in accordance with Federal and State Commission proceedings and/or Commission approved tariffs. If MFS orders unbundled loops before such approval, GTE will provide loops at a mutually agreed upon, negotiated rate.

IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

A. Description

GTE and MFS will provide Interim Number Portability (INP) on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one carrier, in conjunction an Exchange Service provided by the other carrier, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

1. MFS and GTE will provide reciprocal INP immediately upon execution of this Agreement via call forwarding. GTE and MFS will migrate from INP to a database-driven Permanent Number Portability arrangement as soon as practically possible, without interruption of service to their respective customers.
2. INP shall operate as follows:
 - a. A customer of Carrier A elects to become a customer of Carrier B. The customer elects to utilize the original telephone number(s)

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corresponding to the Exchange Service(s) it previously received from Carrier A, in conjunction with the Exchange Service(s) it will now receive from Carrier B. Upon receipt of a signed letter of agency from the customer assigning the number to Carrier B, Carrier A will implement one of the following arrangements:

- (1) For the initial implementation of the portability of telephone numbers, Carrier A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Carrier B. Carrier A will route the forwarded traffic to Carrier B via the mutual traffic exchange arrangements, as if the call had originated from the original telephone number and terminated to the new telephone number.
- b. Carrier B will become the customer of record for the original Carrier A telephone numbers subject to the INP arrangements. Carrier A will provide Carrier B a single consolidated master billing statement for INP. GTE will explore the possibility of enabling collect, calling card, and third number billed calls associated with those numbers to enable MFS to rebill its newly acquired customers for those functions. Also, GTE will explore the possibility of sub-account detail for collect, calling card, and third number billed calls, and the capability of having billing statements delivered in real time via an agreed-upon electronic data transfer, or via daily or monthly magnetic tape.
- c. Carrier A will update its Line Information Database ("LIDB") listings for retained numbers with those forwarded numbers.
- d. Within two (2) business days of receiving notification from the customer, Carrier B shall notify Carrier A of the customer's termination of service with Carrier B, and shall further notify Carrier A as to the customer's instructions regarding its telephone number(s). Carrier A will cancel the INP arrangements for the customer's telephone number(s). If the customer has chosen to retain its telephone number(s) for use in conjunction with Exchange Services provided by Carrier A, Carrier A will simultaneously transition the number(s) to the customer's preferred carrier.
3. Under INP, MFS and GTE will implement a process to coordinate INP cut-overs with unbundled loop conversions within a reasonable time that is acceptable to customers. MFS and GTE pledge to use diligent efforts to ensure that INP arrangements will not be utilized in instances where a customer changes locations and would otherwise be unable to retain its

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number without subscribing to foreign exchange service.

4. MFS and GTE may continue to develop Direct Inward Dialing-type number portability arrangements.

B. Compensation

1. MFS and GTE shall provide INP arrangements to each other at the rates shown below, except for authorized collect, calling card and third number billed calls billed to the retained numbers.

Remote Call Forwarding for Residential service at \$1.15 per ported number, per month, with the inclusion of up to six network paths.

Remote Call Forwarding for Business service at \$2.25 per ported number, per month, with the inclusion of up to ten network paths.

Additional paths in excess of those listed above at a rate of \$0.50 per path.

2. For all traffic terminated between MFS and GTE to the Party whose customer ultimately receives the call, reciprocal compensation charges and Switched Access charges (pursuant to each carrier's respective tariffs), shall apply for POTS traffic and non-POTS traffic. For compensation purposes, traffic will be classified by MFS and GTE using Percent Local Usage factors, and rated at the agreed upon Local and tariffed Access rates of each Party.
3. The Parties shall comply with all final and effective FCC, Commission and/or court orders governing INP cost recovery and compensation.

X. RESPONSIBILITIES OF THE PARTIES

- A. GTE and MFS agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.
- B. MFS and GTE will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement.
- C. MFS and GTE agree to promptly exchange all necessary records for the proper billing of all traffic.

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- D. For network expansion, MFS and GTE will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both GTE and MFS. GTE and MFS are required to provide each other the proper call information (e.g., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.
- E. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees for any mutually beneficial network interconnections associated with the initial reconfiguration for traffic exchange, 911/E911, Interim Number Portability, Meet-Point Billing, Directory Assistance, Information Services, Common Channel Signaling, and BLV/BLVI connectivity.
- F. With respect to any outstanding issues set forth in this Agreement requiring an additional agreement within 60 days, each Party will use its diligent efforts to address all such outstanding items within that time period. Failure to reach agreement on these additional issues will not affect the enforceability of this Agreement.

XI. TERM

This Agreement shall be effective upon execution. This Agreement shall remain effective until superseded by amendments or subsequent mutually agreeable arrangements approved by the Commission. Also by mutual agreement, GTE and MFS may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules such regulators might adopt or approve.

XII. INSTALLATION

GTE and MFS shall effectuate all the terms of this Agreement within 90 days following the execution of this Agreement.

XIII. NETWORK MAINTENANCE AND MANAGEMENT

MFS and GTE will work cooperatively to install and maintain a reliable network. MFS and GTE will exchange appropriate information (eq., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

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MFS and GTE will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

XIV. CANCELLATION, CONVERSION, NON-RECURRING OR ROLL-OVER CHARGES

Unless mutually agreed otherwise, neither MFS nor GTE shall impose cancellation charges upon each other for any beneficial network interconnection functions.

XV. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XVI. CONFIDENTIAL INFORMATION

- A. Identification. All information, including but not limited to specifications, microfilm, photocopies magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purposes of public or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or

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"Proprietary" or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given the receiving Party within ten (10) days after delivery to be "Confidential" or "Proprietary." Information set forth above in (I), (ii) or (iii) shall be hereinafter collectively referred to as "Confidential Information".

- B. Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
1. That all Confidential Information shall be and shall remain the exclusive property of the source.
 2. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement.
 3. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature.
 4. Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source.
 5. To return promptly any copies of such Confidential Information to the source at its request.
 6. To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- C. Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

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- D. Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three years from the date of the initial disclosure of the Confidential Information.

XVII. LIABILITY AND INDEMNITY

- A. Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, to the extent proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.
- B. DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT AND IN EACH PARTY'S TARIFF, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- C. Limitation of Liability. Each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro-rated portion of the monthly charges for the services for the time period during which the services provided pursuant to this Agreement are inoperative, not to exceed in total the monthly charge imposed by each such Party. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that they may, from time to time, provide advice, make recommendations, or supply other analysis related to the equipment or services described in this Agreement, and, while each Party shall use diligent efforts in this regard, the other Party acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

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XVIII. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, prior to taking any action before any court or regulator, or before making any public statement or disclosing the nature of the dispute to any third party, the Parties shall first confer to discuss the dispute and seek resolution. Such conference shall occur at least at the Vice President level for each Party. In the case of GTE, its Vice President of Regulatory Affairs, or equivalent officer, shall participate in the meeting, and MFS Vice President Regulatory Affairs, or equivalent officer, shall participate.

XIX. MISCELLANEOUS

- A. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements. Any amendments, modifications or supplements shall be filed with and approved by the Commission.
- B. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of other Party shall be void, except that either Party may assign all of its rights, obligations, and duties to any legal entity that is a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's assumption of the rights, obligations, and duties of the assigning Party.
- C. Authority. Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- D. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- E. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance as described in this Agreement.
- F. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

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- G. Default. If either Party refuses or fails in any material respect properly to perform its obligations under this Agreement, or violates any of the material terms or conditions of this Agreement, such refusal, failure, or violation shall constitute a default. In such event, the non-defaulting Party may so notify the other Party in writing of the default and allow that Party a period of thirty (30) calendar days to cure such default. If the defaulting Party does not cure such default within said thirty (30) calendar days, the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the other Party. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment off any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- H. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the preparation or execution of this Agreement other than those specifically set forth herein.
- I. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- J. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Virginia and shall be subject to the exclusive jurisdiction of the courts therein.
- K. Headings. The headings in this Agreement are inserted for convenience only and shall not be considered in the interpretation of this Agreement.
- L. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall

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indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

- M. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
- N. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by GTE for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both GTE and MFS.
- O. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally on the date receipt is acknowledged in writing by the recipient if delivered by regular mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, GTE/MFS holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:
- | | |
|------------|--|
| If to GTE: | Stephen C. Spencer
Director Regulatory and External Affairs
GTE South Incorporated
One James Center
901 East Cary Street
Richmond, VA 23219
Facsimile number: (804) 779-2396 |
| If to MFS | Director, Regulatory Affairs - Eastern Region MFS Intelenet
of Virginia, Inc.
33 Whitehall Street
15th Floor
New York, NY 10004
Facsimile number: (212) 843-3060 |
- P. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in

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this Agreement shall be subject to prior written approval of both GTE and MFS.

- Q. Regulatory Approval. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Each Party agrees to cooperate with each other and with any regulatory agency and take what actions are necessary to obtain regulatory approval, if necessary, of this Agreement. If the regulatory agency accepts this Agreement in part and rejects it in part, or makes a material modification to the Agreement as a condition of its approval, either Party may petition a regulatory agency to modify other terms of the Agreement or to cancel this Agreement without penalty or liability to the other Party. Further, during the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.
- R. Severability. If approved by the Federal Communications Commission and/or the applicable state utility regulatory commission, if any provision of this Agreement is subsequently held by a court or regulatory body of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.
- S. Subcontractors. GTE may enter into subcontracts with third parties or affiliates for the performance of any of GTE's duties or obligations under this Agreement.
- T. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
- U. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

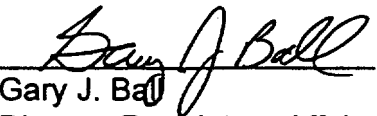
XX. OPTION TO ELECT OTHER TERMS

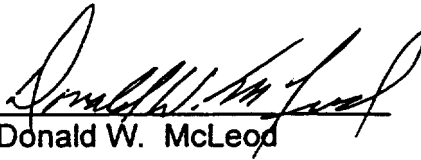
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The Parties shall comply with any final and effective FCC or Commission order which allows MFS to elect terms other than those set forth in this agreement.

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If this Agreement is acceptable to MFS and GTE, both Parties shall sign in the space provided below. This Agreement shall not bind MFS and GTE until executed by both Parties.


Gary J. Ball
Director-Regulatory Affairs
MFS Intelenet of Virginia, Inc.


Donald W. McLeod
Vice President
GTE South Incorporated